

Exhibit 7B-1

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**DEFENDANTS EIDP, INC. F/K/A E.I. DU PONT DE NEMOURS & CO. (EIDP) AND
THE CHEMOURS CO. STATEMENT OF LEGAL ISSUES**

1. Whether Plaintiffs breached the terms of the CRACO by pursuing claims for restoration for alleged groundwater natural resource damages in this case.

2. Whether any attempt by Plaintiffs to argue that the CRACO has not yet been executed constitute a breach of Plaintiffs' covenant articulated in paragraph 43 of the CRACO, stating that the CRACO "shall be effective upon . . . its execution by the Department, having first been executed by DuPont," all of which happened in 2005.

3. What legal basis, if any, exists for allowing Plaintiffs to pursue their groundwater natural resource damages claims in this case given the "full and fair" releases "of any claim or cause of action the Department has for natural resource damages for injuries to ground water," as explicitly stated in paragraphs 29 and 30 of the CRACO.

4. Whether Plaintiff's failure for the last 20 years to file (or even allege in this action) any action against DuPont for any alleged breach of its obligations under the terms of the CRACO, all the while accepting and retaining the benefits of

DuPont's performance, waives, estoppes, or otherwise violates applicable statutes of limitations of such untimely claims.

5. If Plaintiffs have otherwise breached the terms of the CRACO.

6. What relief is available to Defendants for Plaintiffs' breaches of the CRACO.

7. Does the breach of the CRACO's implied covenant of good faith and fair dealing by Plaintiff preclude Plaintiffs' claims.

8. Does the Plaintiffs' failure "to turn square corners" with EIDP and Chemours in the implementation of the CRACO, as well in prosecuting claims that were released under the CRACO preclude Plaintiffs' claims and also entitle EIDP and Chemours to a declaratory judgment to enforce the CRACO. *W.V. Pangborne & Co. v. New Jersey Dep't of Transp.*, 116 N.J. 543, 561, 562 A.2d 222, 231 (1989).